

**GOVERNMENT INSTITUTE OF MEDICAL SCIENCES
GREATER NOIDA-201310**

PART-A

TECHNICAL BID

**TENDER FOR GENERAL PEST CONTROL, RODENT CONTROL
AND ANTI-TREATMENT SERVICES AT
GOVERNMENT INSTITUTE OF MEDICAL SCIENCES
GREATER NOIDA-201310**

Tender Cost Rs.200/-+ GST Rs.36 = Rs.236/-

Invitation of e-Tender for appointment of Contractor for General Pest Control

For and on behalf of Director, Government Institute Of Medical sciences invites online Tender under two bid System (**Technical Bid & Financial Bid**) for appointment of Contractor for "General Pest Control and Rodent Problem Control".

Important Dates

1	Date of uploading/publication of Tender Documents.	02/11/2018
2	Date of submission of bids	03/11/2018
3	Last Date of submission of bids	26/11/2018
4	Date of opening of Technical Bid	28/11/2018
5	Place of opening of Technical/Financial Bid	Director office, GIMS, Greater Noida

1. Tender to remain open for acceptance upto 90 days of opening of Price Bid. The Director, GIMS may at its discretion, extend this date by a fortnight and such extension shall be binding on the tenderers.
2. If the date fixed for opening of Tender is declared a holiday, the Tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.
3. The Director, GIMS reserves the right to reject any or all the tenders without assigning any reason.

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4. Director, GIMS will not enter into negotiation with any tenderer including the lowest tenderer.
5. Price Bid of only Technical Qualified Tenderers shall be opened.
6. The Tender Form may be downloaded from GIMS website www.gims.ac.in
7. The Tenderer shall deposit Rs.236/- towards cost of Tender Form and EMD Rs.4,000/- separately through RTGS/NEFT in stipulated Director, Government institute of medical sciences, Greater noida.

Director
GIMS, GREATER NOIDA

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INSTRUCTIONS TO TENDERERS

1. OBJECT OF THE CONTRACT

GIMS intends to engage the services of a Pest Control contractor, having at least **Three years experience** in this field, for treatment of "**GENERAL PEST CONTROL AND RODENT PROBLEM CONTROL**" in Admin Block, OPD, Complete Hospital Campus, F-Block, Type II, III B-block in GBU campus, Academic block and Hostels.

The parties are advised to inspect the premises personally before quoting the rates. The above treatment will be done twice in monthly. However, if necessity arises for disinfestations in between, the same area will be disinfested again so that no insects are seen.

2. QUALIFICATION CONDITIONS

1. The bidder should have three years' experience in the field of Pest Control Service to Central Govt./State Govt./Govt.bodies/PSUs (both Central and States)/Co. Regd. under Companies Act, 1956. The experience prior to 1st January, 2013 will not be considered.
2. The bidder would be required to submit the Experience Certificate(s), It must indicate specific dates of commencement of Contract and its completion. If the period of three years is not covered by a single certificate, more than one certificate even from more than one Department may be attached. It should also submit the proof of satisfactory execution and completion of contract. **Other documents in support of Experience viz copies of Assignment Order, Agreement etc. other than the certificate(s) shall not be considered in any case.**
3. The bidder must have valid Licence issued by Govt. for Pest Control Services and submit it with the Technical Bid.
4. The bidder shall deposit requisite amount of EMD and submit a copy of Acknowledgement with the Technical Bid.

2.1 MICRO SMALL AND MEDIUM ENTERPRISES (M.S.M.E.)

The Corporation reserves the right to give preference to any party registered as Small Scale Industries (SSI Unit)/MSME with National Small Industries Corporation (NSIC) and holding a valid certificate for the Tender Services as per the policy of Govt. of India issued from time to time.

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3. EARNEST MONEY

- (i) Each bidder shall deposit the **Earnest Money of Rs.4000/- (Rupees Four thousand seven hundred only)** Through Demand draft or cheque in favour of Director, GIMS, Greater noida. The Acknowledgement of such deposit shall be enclosed alongwith the Technical Bid.. The tenderer shall be permitted to tender on the express condition that in case he/she resiles or modifies his offer, or terms & conditions thereof, after submitting his/her Tender for any reason whatsoever during the tender process, the Earnest Money deposited shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and Law.
- (ii) The Earnest Money will be returned to all unsuccessful Tenderers within a period of 30 days from the date of issue of Acceptance Letter to the successful Tenderer. No interest will be payable to the tenderer in any case.

4. SECURITY DEPOSIT

- (i) The successful Tenderer shall furnish, within 15 working days of Acceptance of his Tender, **Security Deposit Rs.25,000/- (Rupees Four thousand seven hundred only)**. S.D. will be deposited through Demand draft or cheque in favour of Director, GIMS, Greater noida. On the specific request of the successful tenderer the EMD amount may be adjusted against Security Deposit.
- (ii) In case of failure of tenderer to deposit the S.D. within 15 working days of Acceptance of his tender, further extension of 07 working days can be given by the Director subject to levy of penalty @ 5% of Security Deposit. The Security Deposit will be subject to the terms & conditions and will not be liable for payment of any interest on the Security Deposit.
- (iii) In the event of Tenderer's failure, after communication of Acceptance of the Tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period, its contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor at the risk & cost of the Contractor. The contractor will also be debarred from participating in any future Tenders of the Corporation for a period of five years.
- (iv) If the successful Tenderer had previously held any contract and furnish Security Deposit the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.

5. Parties to the Contract

The parties to the Contract are Food Corporation of India represented by the General Manager (PR) and/or any other person authorized and acting on his behalf and the Tenderer.

6 Signing of Bids.

- 6.1 Bidders shall, in the tender, indicate whether they are Sole Proprietary Concern or Registered Partnership Firm or a Private Limited Company, or a Public Limited

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Company and indicate the names of all the partners or Directors of the Company, as applicable in the bid document.

- 6.2 Person(s) signing the tender shall state in what legal capacity he is, or they are signing the tender, e.g., as sole proprietor/partner of the firm, or as a Secretary / Manager / Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The self attested copy of the partnership deed should be furnished along with the tender. In case of companies, the names of all the Directors shall be mentioned, and an self attested copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be attached to the tender along with a copy of the Memorandum and Articles of Association of the Company.
- 6.3 ***The person signing the tender or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed on non-judicial stamp paper of appropriate value attested by notary in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract.***
- 6.4 The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company and submit the same with Technical Bid.
- 6.5 If the person so signing the tender fails to submit/upload necessary documentary proof of his Authority as indicated above the tender shall be summarily rejected without prejudice to any other right of the Corporation under the law and Earnest Money Deposit/paid by him/her shall be forfeited.
- 6.6 ***The entire tender document and all its annexures, appendices and copies of the supporting documents shall be signed on each page by the authorized signatory.***
- 6.7 The person signing the tender or any other documents forming part of the tender, on behalf of any other person or a Firm shall be deemed to warrant that he has the authority to bind such other person or the Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority the Food Corporation of India may,

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without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.

- 6.8 If the bidder is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be liable for termination treating it as breach of Contract by the Bidder with consequences flowing therefore.

7. DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE TENDER

Bids shall be submitted in two parts i.e. Technical Bid and Price bid. Only the Technical bid would be opened on the time and date mentioned above. Date of opening of the Price bid of the successful Bidders would be decided later.

8. PRICE BID - No documents are to be submitted with the Price Bid.

9. TETCHNICAL BID

The bidder shall upload the following alongwith Technical Bid :-

- a) PAN Card under Income Tax Act.
- b) GST Registration No.
- c) Valid Provident Fund Registration No.,
- d) Valid ESI Registration No.
- e) Acknowledgement of deposit of EMD & Tender Form Cost should be submitted with the Technical Bid.
- f) Copy of Experience Certificate.
- g) Copy of Valid Licence issued by Govt. for Pest Control Services.

10. OPENING OF TENDERS:-

The tenders will be opened in the office of the Administrators office, GIMS, Greater noida at the time and on the date as indicated above. The tenderers will be at liberty to be present, either in person or through an authorized representative at the time of opening of tenders.

11. AWARD OF TENDER

- 11.1 Subject to the fulfillment of all the conditions of the tender, the contract will be awarded to the lowest successful tenderer (L-1) by way communication of acceptance letter by Director GIMS through Regd. Post/AD or through e-mail which shall be binding on the tenderer. GIMS Director reserves the right to accept or reject any or all tender without assigning any reasons and is not bound to accept the lowest or any tender.
- 11.2 Director GIMS also reserves the right to scrap this tender enquiry at any time without assigning any reasons and in that event Director GIMS shall not be responsible for any costs incurred by the tenderer.

12. CORRUPT PRACTICES

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- 12.1 Any bribe, commission, or advantage offered or promised by or on behalf of the tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of the tenderer in any manner will also make his tender liable to rejection.
- 12.2 In case of any clear indication of cartelization, the Corporation shall reject the tenders and forfeit the EMD Cum Security Deposit furnished by such tenderers.
- 12.3 If the information given by the tenderers in the bid Document and/or its Annexures, Appendices is found to be false / incorrect at any stage, Director GIMS shall have the right to disqualify / summarily terminate the contract, without prejudice to any other rights that the Corporation have against the tenderer under the Contract and law.

13. INSTRUCTIONS FOR SUBMITTING TENDER

The instructions to be followed for submitting the Tender are set out below:
Tenders and supporting documents should be submitted.

(a) The Tenderer must fill up all relevant information and sign all papers.

(b) **Signing of Tender**

(i) Person(s) signing the Tender shall state in what capacity he is, or they are signing the Tender, e.g., as sole Proprietor of the Firm, or as a Secretary/Manager/Director etc. of a Limited Company. In case of registered Partnership Firm, the names of all Partners should be disclosed and the Tender shall be signed by all the Partners or their duly constituted Attorney, having authority to bind all the Partners in all matters pertaining to the Contract. The scanned copy of original Registered Partnership Deed shall be uploaded along with the Tender. In case of Limited Company, the names of all the Directors shall be mentioned, and a scanned copy of the Resolution passed by the Company authorizing the person signing the Tender to do so on behalf of the Company shall be uploaded with Tender along with Memorandum and Articles of Association of the Company.

(ii) The person signing the Tender, or any documents forming part of the Tender, on behalf of another or on behalf of a Registered Firm shall upload a Scanned copy of proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the Registered Firm, as the case may be, in all matters, pertaining to the Contract. If scanned copy of said power of attorney is not uploaded alongwith tender, the tender shall be summarily rejected without prejudice to any other right of the Corporation under the contract and law.

(iii) The Power of Attorney should be signed by all the Partners in the case of a Registered Partnership Concern, by the Proprietor in the case of Proprietary Concern, and by the person who by his signature can bind the Company in the case of a Limited Company. The entire Tender document must also be signed on each page by the authorized person.

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It will be responsibility of the bidder that the Bid (Technical & Price Bid) is submitted strictly within the time limit.

14. MODIFICATION & WITHDRAWAL OF TENDER

- (a) Tenderers may all the time can modify and correct or upload any relevant documents in the portal till the last date and time of tender submission, as published in the e-procurement portl.
- (b) Withdrawal of bids is not allowed, once bids are submitted. In case of withdrawal, EMD shall be forfeited.

15. LIABILITY FOR PERSONNEL

- i) All persons employed by the Agency/Contractor shall be engaged by him as his own employees in all respects and all rights and liabilities under the Contract Labour (R&A) Act, 1970, or the Indian Factories Act, or the employees Compensation Act, or Employees Provident Fund & Misc. Provisions Act or Minimum Wages Act and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923, EPF & MP Act, 1952, ESI Act or any Statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- ii) The contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed by them. Director GIMS shall, in no way, be responsible for settlement of such issues whatsoever. FCI shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the contractor in the course of their performing the functions or payment towards any compensation.
- iii) For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislation in respect of personnel so employed and deployed in the Office of Director GIMS. The persons deployed by the contractor in the office of Director GIMS shall not have claims of any master and servant relationship nor have any Principal and Agent relationship with or against GIMS.
- iv) The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act and under other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law by the Contractor, there will not be any liability on GIMS.
- v) The GIMS shall not be responsible financially or otherwise for any injury to the staff /workers deployed by the Contractor in the course of performing the duty for and on the behalf of the Contractor.
- vi) The GIMS will be under no legal obligation to provide employment to any of the Pest Control Staff/worker of the agency after expiry of the contract period.

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16. PERIOD OF CONTRACT

The Contract shall remain in force for a period of one year extendable for another one year at the sole discretion of Director GIMS on the same rates, terms & conditions.

The Director GIMS reserves the right to terminate the contract at any time during its currency without assigning any reasons thereof by giving thirty days notice in writing to the contractor at the notified address and the contractor shall not be entitled to any compensation by reason of such termination.

17. VOLUME OF WORK

17.1 Each floor of the Admin Block, OPD, Complete Hospital Campus, F-Block, Type II, III B-blocks GBU campus, Academic block and Hostels. The pest control treatment will be done monthly. However, if any necessity arises for disinfestations in between, the same area will be disinfested again so that no insects are seen.

17.2 All the above areas should be given effective treatment for anti-mosquito, anti-flies, anti-cockroaches and anti-rodents and other related measures of the pest control programme.

17.3 The above work in the entire Headquarters building will be carried out preferably during weekly holidays and prior intimation to this effect will be given to the agency.

17.4 The following services are to be provided under this contract:-

a) Rodent Management Services: This service will be provided for controlling rodent problem inside as well as immediately outside the premises and safeguarding the important files, papers, boxes, carpets, electrical and telephone wiring, wooden/false ceiling, paneling, cardboards, etc. from Rodents damage.

b) Vector Control Service: This service will be carried out for controlling cockroach, termites, ants and other insects. This will be provided by treating the breeding areas such as open drains, dustbins, garbage area, receiving area entry points front and rear area of the plant under the bushes damp area alongwith walls etc. This treatment will be carried out by outdoor spray, indoor spray and using larvicides at least once in a month or till infestation is removed. The Contractor shall ensure that there is no breeding areas for mosquitoes in the premises.

Any challan or fine levied by any Govt. Deptt shall be borne by the contractor.

18 All material required for these services will have to be arranged by the contractor and it should be of best quality, not detrimental to the health of GIMS personnel. A certificate to this effect shall be given by the Contractor

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with the Tender. Modern equipments are to be used. Safety in this regard will be the sole responsibility of the Contractor.

- 19 The contractor shall spray/provide Pest Control material at all required places as per the norms of pest control. Special attention must be paid for the pest control during the summer and rainy season. The Contractor's workers shall be available as and when required by the office of Director.

20. PAYMENT

- 20.1 Payment will be made to the contractor through RTGS/NEFT/ECS by the Director GIMS on submission of bills in triplicate duly supported by necessary certificate/proof of carrying out the work by the officials/officer authorized by the Director GIMS.
- 20.2 The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

21. RATES

The contractor shall quote the rates, including material and machine/equipment, used for Pest Control, in the Price Bid at the space provided. The rates should be quoted excluding GST, as applicable, shall be paid by GIMS. No escalation whatsoever shall either be claimed or considered.

22. The Contractor/successful agency will have to bear the responsibility of any adverse or untoward reaction while using the pesticide material. If at any stage it is found that the material being used by the successful agency is not of standard quality, no payment will be made and Security Deposit will be forfeited even if the material is consumed.
23. All Pest Control of insects, worms, Rodents, in the premises of the Institute will be the sole responsibility of the contractor. The services will have to be provided so as to ensure that the areas are Pest free.
24. The successful agency will not be allowed to sublet the work to any other agency or engage sub-contractor.
25. If any information furnished by the Contractor is found to be incorrect at any time, the tender/contract/agreement is liable to be terminated without any notice and the Security is liable to be forfeited by the GIMS.
26. Any Act on the part of the Contractor to influence anybody in the GIMS is liable for rejection of the tender.
27. In the event of any breach/violation or contravention of any terms and conditions of the tender by the contract; the said Security Deposit may be forfeited. If the premises are not kept pest free up to the satisfaction of the authority as verified by users unit, proportionate deductions from the bill/payment will be made and tender shall be cancelled.

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28. Names, address & photographs etc. of the persons engaged in carrying out the job of pest control must be submitted to the Director office at the time of work award. The contractor shall not change any of the workers without prior permission of the Director.

29. GOVERNING LAW & DISPUTE RESOLUTION

29.1 This contract will be governed by the laws of India for the time being in force as amended from time to time.

29.2 In case of any disputes arising out of the contract at any stage, the same will be settled in the courts of competent jurisdiction of in Delhi.

Director
GIMS
Greater noida

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APPENDIX

TENDER FOR APPOINTMENT OF CONTRACTOR FOR "GENERAL PEST CONTROL & RODENT PROBLEM CONTROL" SERVICE PROVIDER AT GOVERNMENT INSTITUTE OF MEDICAL SCIENCES

Detail of Tenderer

1	Name and address of Tenderer. Email id & Contact No.	
2	Composition of Tenderer (State whether the Tenderer is a Proprietorship concern or Regd. Partner Firm or a Company), Name of the Proprietor or all Partners or the Directors of the Company, as applicable, should be given.	
3	Business in which the Tenderer is engaged together with particularly of the Head Office and Branches, if any, are located.	
4	Income Tax PAN of the Tenderer.	
5.	GST Regn. No.	
6	Details where General Pest Control & Rodent Problem Control Services provided.	
7	State Whether you	
a)	have been black-listed by Govt/Quasi Govt organization or any Department.	
b)	If yes, date of black-listing	
c)	Whether your contract has been terminated, EMD/SD forfeited by Govt. Organization or any other Department.	
d)	Date of termination of Contract/forfeiture of EMD/SD?	
e)	Whether Proprietor/any of the Partner/any of the Director have been convicted and sentence to imprisonment by a court of Law?	
f)	If yes, for how many years	
g)	Whether Tenderer is participating in	

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	the capacity of Hindu undivided family. (A Hindu undivided family either as a Proprietor or partner of a firm shall not be entitled to apply for Tender)	
8	Detail of Properties	
a)	Type of Properties	
b)	Identification No. with address	
c)	Owned in the name of	
d)	Title deed & Document No.	
e)	Mortgage/Lease incumbencies on the property	
f)	Name & Address of all the partners/Directors/Proprietor, as the case may be	

(Signature of Tenderer)
Name in Capital letters/Capacity in which signing)

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FORWARDING/ACCEPTANCE LETTER

APPENDIX-I

From (Complete address of the Tenderer)

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.....
.....

To
The director
GIMS
Greater noida

Recent passport
size photograph
of the tenderer

Dear Sir,

1. I submit Tender for appointment as Contractor for "General Pest Control and Rodent Problem Control" Service Provider for a period of two years with the provision of extension of three months at the sole discretion of the Corporation on the same terms & conditions.
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender Documents and agree to abide by them.
3. I agree to keep the offer open for acceptance upto 90 days of Opening of Price Bid and to the extension of the said date by the Director as per Tender Documents.
4. I have deposited EMD and acknowledgement is enclosed.
5. I also hereby declare that the entries made in the Tender and Annexures attached therein are true and also that I shall be bound by the act of my duly constituted attorney.
6. I hereby declare that my firm/company has not been blacklisted or otherwise debarred during the last five year by any Central Govt. or State Govt.
7. I hereby declare that I have not been convicted at any time by a court of Law of any offence and sentenced to imprisonment for a period of three years or more.
I certify that all information furnished by me is correct and true and in the event that the information is found to be incorrect/untrue, the GIMS shall have the right to disqualify me without giving any notice or reason there for or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.
8. I shall be responsible to provide all benefits i.e. Bonus, ESI and Gratuity etc. to the eligible workers employed by me.
9. I shall abide by the provisions of the Minimum Wages Act, 1948 and contract labour Act, 1970 and other Labour Laws applicable from time to time.
10. Damage to property of the GIMS if any, due to lapse on my part/my authorized agent may be recovered from me. I shall take whole responsibility for any criminal act/negligence done by me the workers deployed by me and I shall pay the cost of damages.
11. I shall keep the GIMS premises neat and clean.
12. The material used for these services will be of best quality and not dangerous to human life.

Yours faithfully,

(.....)
Signature of Tenderer

Name in Capital Letter (Capacity in which signing)

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Technical specification for pest control

Disinfestations: Insects like Mosquito, Cockroaches, lizards, Black & Red Ants, Silver fish black ants, red ants, spiders and crickets etc. controlling by Chemicals and fogging services

Financial Bid

<u>S.No</u>	<u>Description</u>	<u>Price</u>	<u>Amount(Including GST)</u>

Signature of the
bidder